

Remarks

The Applicants have amended the Specification and Claims to place them into final condition for allowance. Comments regarding those amendments and various of the rejections based on 35 U.S.C. §132 and §112 are set forth below.

The Applicants acknowledge the rejection under 35 U.S.C. §132. This rejection is not understood inasmuch as the previous amendments did not introduce new matter into the disclosure of the invention. The already existing text and the drawings readily support those clarifying changes. However, to facilitate early allowance, the amendments that were objected to as being new matter, although they are not new matter at all, have been deleted.

The objection to the Specification is not understood. The location for “teaching of the average modulus of the elasticity is less than 1 MN/M² as recited in Claims 22, 30 and 47 is on page 2 at line 4. The disclosure concerning the doll being “articulated at a joint selected from the group consisting of neck and hips as recited in Claims 34 and 38” is readily seen in Figs. 2d and e and page 2, line 27, respectively. Support in the Specification for “100% modulus of elasticity is between 240 and 280 KN/M² as recited in Claims 31, 42 and 51” is at page 2, line 7. Antecedent basis for the “300% modulus of elasticity is between 440 and 490 KN/M²” is located at page 2, line 8. Finally, support for the “100% modulus of elasticity is between 120 and 350 KN/M²” as recited in Claim 50 is located at page 2, line 6. This support has been in the text from the date of filing of this Application. Withdrawal of this objection to the Specification is respectfully requested.

The Applicants acknowledge the rejection of Claims 31, 32, 41-43 and 50-51 under 35 U.S.C. §112. The Official Action seeks clarification as to what is meant by 100% or 300% modulus of elasticity. These are terms well known to those of ordinary skill in the art and need no explanation. However, for the Examiner’s convenience, the Applicants note that the 100% modulus

of elasticity refers to the elasticity of an object in its unstretched/unstressed state. The 300% modulus of elasticity refers to the elasticity of the object when stretched to 3 times its original state. Withdrawal of the 35 U.S.C. §112 rejection of Claims 31, 32, 41-43 and 50-51 is respectfully requested.

The Applicants acknowledge the rejection of Claims 21, 22, 27, 30-32, 41-43, 47 and 50-51 under 35 U.S.C. §112. The Applicants respectfully submit that the portion of the rejection as it applied to “seamless and varied” is now moot in view of the cancellation of those terms from the Claims. However, the Applicants respectfully submit that the balance of the rejection is not well taken. The Specification does, in fact, support the limitations with respect to modulus of elasticity in Claims 22, 30 and 47, the colorless elastomer in Claim 27, the 100% modulus in Claims 31, 42 and 51 and the articulation as recited in Claims 34 and 38.

As previously noted, support for the “average modulus of elasticity is less than 1 MN/M²” may be found at page 2, line 4. Support for the thermoplastic elastomer being “colorless” may be found on page 5 at line 20 which refers to “clear Kraton.” Clear Kraton is well known to those of ordinary skill in the art as being colorless. Support for the “100% modulus of elasticity is between 240 and 280 KN/M²” may be found on page 2, line 7 and articulation of the joint selected from the group consisting of neck and hips may be found in Figs. 2d and e, as well as page 2, line 27. Withdrawal of the rejection of Claims 21, 22, 27, 30-32, 41-43, 47 and 50-51 under 35 U.S.C. §112 is respectfully requested.

Turning now to the merits, the Applicants note with appreciation the Examiner’s helpful and extensive comments concerning the rejections, interpretation of the prior art and application of that prior art to the solicited claims. The Applicants nonetheless respectfully submit that this invention,

despite this apparent simplicity, is patentable over all of the prior art of record, whether taken individually or collectively. The reasons are set forth below in detail.

The Applicants acknowledge the rejection of Claims 21-23, 25-26, 28 and 30-33 over the hypothetical combination of O'Brian with Kramer. The Applicants respectfully submit that Kramer does not disclose "most of the elements of these claims" as set forth in the Official Action. However, the Applicants fully agree that Kramer does not disclose an injection molded thermoplastic elastomer doll's garment, among other things.

The Applicants do not agree that O'Brian teaches the concept of providing seamless injection molded thermoplastic elastomer doll's garments. The Applicants have carefully examined every word of the O'Brian text and do not see the word "injection" in any location of that disclosure. Accordingly, O'Brian inherently fails to disclose, teach or suggest injection molded thermoplastic elastomer. Accordingly, hypothetically combining O'Brian with Kramer still fails to disclose, teach or suggest an injection molded thermoplastic elastomer.

The same applies to "elastomer." The Official Action helpfully refers to column 3 at lines 54-56 to support the notion that O'Brian discloses an injection molded thermoplastic elastomer. Unfortunately, that text does not support the disclosure of an elastomer. The fact that that text discloses a thermoplastic material in no way means that it discloses, teaches or suggests an elastomer. Thermoplastic materials are soft when warm and hard when cool by definition. However, that in no way makes them elastic. Elasticity is a completely different concept and physical phenomenon than plasticity. Plastic merely refers to the ability to be molded or modeled whereas elastic refers to the ability to recover size and shape after deformation or being easily stretched or expanded and then resuming the former shape. Reference to Webster's Dictionary makes this abundantly clear. The fact that Kramer mentions a modulus of elasticity of less than 750

psi means to those of ordinary skill in the art that the Kramer pieces are flexible, not elastic or stretchable. The Applicants accordingly respectfully submit that O'Brian fails to either explicitly or implicitly disclose teach or suggest "injection" and "elastomer" both of which terms are explicitly recited in the Claims. Therefore, even if one of ordinary skill in the art hypothetically combines O'Brian with Kramer, there is still no disclosure, teaching or suggestion of an injection molded thermoplastic elastomer as admittedly not disclosed by the Examiner in Kramer.

Moreover, one of ordinary skill in the art would not make the hypothetical combination of O'Brian with Kramer in the first place. Kramer is directed to clothing items that are essentially two dimensional, i.e. planar, while O'Brian is directed to "snap-on" clothing items. These have nothing to do with one another and operate under completely different theories of how to place clothes into a selected, desired position with respect to a doll or doll like shape. Kramer relies of the surface tension created by the presence of water, while O'Brian relies on the "snap-on" feature. These are completely different approaches that would not cause one of ordinary skill in the art to make the hypothetical combination.

In any event, both approaches are unlike that recited in the solicited claims and are nothing like the approach taken by the Applicants. The Applicants' injection molded thermoplastic elastomer doll's garments are sized and shaped to fit over dolls in a life-like way. In other words, the doll's garments of the invention are donned in the same fashion that real people don their clothes. For example, jackets are donned "arms first" and dresses, trousers and skirts are "stepped into." This is not the case with Kramer which relies on surface tension supplied by the presence of water and is not the case in O'Brian which "snaps on" its hard plastic pieces. As a consequence, one of ordinary skill in the art would have no incentive to make the hypothetical combination. In any event, both references fail to disclose, teach or suggest the claimed flexible and elastic injection molded

material sized and shaped to be donned in a life-like way. There is simply no such disclosure in either reference.

In an effort to further emphasize such differences, the Applicants have amended the independent claims to recite a flexible and elastic injection molded thermoplastic molded elastomer, that the doll is movable into different positions which is not the case in either of Kramer or O'Brian and that the garments fit over the dolls in a life-like way which is also not disclosed, taught or suggested by either of Kramer or O'Brian. Support for the flexible and elastic language may be found in the Applicants' Specification on page 3 at line 14. Support for the in a life-like way may be found on page 3 at line 30. Support for the external surfaces may be found on page 4 at line 13 and support for the doll having articulated limbs may be found on page 2 at line 23.

This last item, namely the fact that the dolls have articulated limbs and that the claimed garments are flexible and elastic and fitted in a life-like way over the doll, is also neither taught nor suggested by either Kramer or O'Brian. Kramer employs essentially two dimensional, i.e. planar, dolls that are not articulable. Similarly, the dolls of O'Brian, while three dimensional, are also not articulable. Thus, dolls' garments adapted for either or both of Kramer or O'Brian are not adaptable to articulable dolls as is the case of the garments of the invention. Thus, one of ordinary skill in the art, when attempting to design garments for articulable dolls or for dolls having articulated limbs, would have utterly no incentive to use either of Kramer or O'Brian. The Applicants respectfully request withdrawal of the 35 U.S.C. §103 rejection of Claims 21-23, 25, 26, 28 and 30-33 over the hypothetical combination of O'Brian with Kramer.

The Applicants acknowledge the rejection of Claims 20 and 29 over the hypothetical combination of Yasuda with O'Brian and Kramer. Unfortunately, Yasuda fails to provide teachings or suggestions that satisfy the deficiencies of the original combination of O'Brian with Kramer.

Unlike O'Brian, Yasuda mentions injection molding. Such mention may be found at Column 5 in the paragraph beginning at line 40. However, injection molding is not mentioned in a context that is applicable in the hypothetical combination. Specifically, Yasuda refers to injection molded resin layers such as the layers 2A, 3 and 2B as shown in Figs. 1 – 9. Those injection molded layers/articles are then laminated with other films to form a resulting resin molded article. However, that is not what the Applicants do and not what the Applicants claim. The Applicants' garments are actually injection molded thermoplastic elastomer. Moreover, one of ordinary skill in the art would have no comprehension as to whether the laminate (not the layers) is elastic as claimed. It would be nothing more than speculation to say that Yasuda laminates are elastic (as opposed to just being bendable).

The Applicants respectfully submit that hypothetically combining Yasuda with either or both of O'Brian and Kramer still fails to teach or suggest the invention as recited in Claims 20 and 29. The disclosure of Yasuda is nonenabling with respect to whether the laminates would have any application to dolls having articulated limbs. There is utterly no disclosure on this point. The Yasuda disclosure is limited to a very brief reference to the fact that the laminates can have fabric bonded to the outmost resin layer to have a soft texture and a unique appearance effective, for example, "clothing for dolls" or other decorative elements. (Column 8, first full paragraph.) There is no mention at all concerning the type of dolls and whether they have articulated limbs. Thus, one of ordinary skill in the art would have no incentive to make the hypothetical combination with O'Brian which relates to dolls that do not have articulated limbs or to Kramer which also refers to planer shaped doll cutouts that do not have articulated limbs. Therefore, one of ordinary skill in the art would have no incentive to make the hypothetical combination.

In any event, even if one of ordinary skill in the art were to use the various materials disclosed by Yasuda as they apply to the specifics of Claims 20 and 29, the result would still be structures far different from those recited in Claims 20 and 29. For Example, applying the materials of Yasuda to the “clothes” of Kramer would still result in flat, planar doll’s garments designed to adhere to flat, planar doll shaped cutouts disclosed by Kramer. Again, this has nothing to do with the invention as recited in Claims 20 and 29.

Similarly, even if one of ordinary skill in the art were to use the materials of Yasuda for O’Brian, the result would still be garments of the “snap-on” type that have nothing to do with the garments of Claims 20 and 29. In fact, one of ordinary skill in the art might very well likely hesitate to substitute the materials of Yasuda for the specific materials disclosed by O’Brian because substitution of such materials might destroy the “snap-on” ability of those garments as contemplated by O’Brian.

In any event, hypothetically combining Yasuda with O’Brian and Kramer would still fail to teach or suggest flexible and elastic garments adapted to be fitted, dressed and removed from a garment in a life-like way when the doll has articulated limbs. Withdrawal of rejection of Claims 20 and 29 based on Yasuda, O’Brian and Kramer is respectfully requested.

The Applicants acknowledge the rejection of Claim 34 over the hypothetical combination of Gross with O’Brian and Kramer. The Applicants respectfully submit that one of ordinary skill in the art would have no incentive to make such a hypothetical combination. Gross is directed to a doll or toy figure that uses what is essentially a series of bladders that are able to expand and contract to portray weight gain or loss, muscle building, or the like. It is interesting to note that although Gross discloses a doll with articulated limbs, that the bladder portions of Gross do not extend over the articulable areas. Instead, the bladders are restricted to particular areas that do not include

articulated portions. Thus, making the hypothetical combination with two disclosures that have nothing to do with dolls having articulated limbs simply would not be made by one of ordinary skill in the art.

The Applicants acknowledge the rejection of Claims 35-37 over Kramer in view of O'Brian, Gross and Yasuda, as well as the rejection of Claims 38-51 over the combination of Kramer in view of O'Brian, Yasuda and Gross. These rejections are essentially the same in their attempt to combine four separate references to reject precise and detailed claims. Essentially, these rejections select from four separate disclosures isolated bits and pieces of the claimed subject matter and combine them together with utterly no teachings or suggestions to do so. It must be remembered that hypothetically combining references requires that there be teachings or suggestions to 1) make modifications and 2) a reasonable chance of success that such modifications would be successful. In this case, neither are present by virtue of the necessity of combining four separate and completely different disclosures. As previously noted, there are utterly no teachings or suggestions to combine O'Brian with Kramer inasmuch as O'Brian employs snap-on garments whereas Kramer employs surface tension caused by the presence of water. Yasuda is totally nonenabling with respect to what kind of dolls are being contemplated at all. This is also sharply contrasted to Gross which employs dolls that have articulations, but uses bladders that do not cover the articulations. Thus, one of ordinary skill in the art would not find teachings or suggestions to make the hypothetical combinations in the first place and, in the second place, would have no reasonable expectation of success upon making such combinations. Withdrawal of the two rejections is respectfully requested.

In light of the foregoing, the Applicants respectfully submit that the entire Application is now in condition for allowance, which is respectfully requested.

Respectfully submitted,



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